

## **NOTICE OF PRIVACY PRACTICES**

This notice describes how medical information about you may be used and disclosed, and how you can access this information. PLEASE REVIEW CAREFULLY. **PLEASE KEEP FOR YOUR RECORDS.**

Dr. Kim-Chi Vu knows that the information we collect about you and your health is private. Dr. Vu is required by Federal and State law to protect this information. The information in this notice tells you how we may use or disclose information about you. Not all situations are described. We are required to give you notice of our privacy practices regarding the information we collect and keep about you.

Dr. Vu may use and disclose information without your written authorization under the following circumstances:

- Treatment- We may use or disclose information with health care providers who are involved in your treatment or care. Information may be shared to carry out a plan for your diagnosis and treatment.
- Payment- We may disclose information to receive payment or to pay for health care services you receive. Information may be provided to your health plan for billing purposes.
- Appointments and Test Results- We may send you reminders for your medical care and results of medical testing we may order in the course of your treatment.
- State or Federal Requests- We may use and disclose information when required by federal or state law, or by a court order.
- Abuse- Information required by law to report suspected abuse may be disclosed to appropriate government agencies.
- Government Programs- Information for public benefits under government programs, such as Supplemental Security Income (SSI).
- To Avoid Harm- Information to law enforcement agencies to avoid serious threat to the health and safety of persons or the public.
- Family- We may disclose information to your family or others who are involved in your medical care. **YOU HAVE THE RIGHT TO OBJECT TO THE SHARING OF INFORMATION IN THIS SITUATION.**
- Responsibility – Your healthcare is your own. We encourage you to ask questions and take responsibility for your health and healing.
- Release of Information – If you request we submit Dr. Vu’s notes to a third party other than another a physician’s office we require that you sign a release.
- Request for Restriction on Use and Disclosure – If you have a restriction you wish The Vu Center to be aware of we will provide you with a form to sign. Please see a staff member.

Other uses and disclosures require your written authorization. At your request you will be given a Request for Restriction, Use and Disclosure of Health Information form to complete. You may cancel this authorization at any time in writing.

You will be asked to sign acknowledgement of this disclosure. We thank you for your cooperation in protecting your privacy.

## AGREEMENT AS TO RESOLUTION OF CONCERNS

“I”, “Patient/Guardian” shall be understood to mean \_\_\_\_\_  
**Patient Name**

“Physician” shall be understood to mean Kim-Chi Vu, MD.

I understand that I am entering into a contractual relationship with the physician for professional care. I further understand that meritless and frivolous claims for medical malpractice have an adverse effect upon the cost and availability of medical care to patients and may result in irreparable harm to a medical provider. As additional consideration for professional care provided to me by the physician, I, the Patient/Guardian, agree not to initiate or advance, directly or indirectly, any meritless or frivolous claims of medical malpractice against the Physician.

Should I, initiate or pursue a meritorious medical malpractice claim against Physician, I agree to use as expert witnesses (with respect to issues concerning the standard of care), only physicians who are board certified by the American Board of Medical Specialties in the same specialty as the Physician. Further, I agree that these physicians retained by me or on my behalf to be expert witnesses will be members in good standing of the American Society of Plastic Surgeons.

I agree the expert will be obligated to adhere to the guidelines or code of conduct defined by the American Society of Plastic Surgeons.

I agree to require any attorney I hire and any physician hired by me or on my behalf as an expert witness to agree to these provisions.

In further consideration, Physician also agrees to exactly the same above-referenced stipulations.

Each party agrees that his/her counsel shall have the right and be free to depose the other party’s expert witness(es) at least 120 days before any scheduled trial date.

Each party agrees that a conclusion by a specialty society affording due process to an expert will be treated as supporting or refuting evidence of a frivolous or meritless claim.

Patient/guardian and physician agree that this Agreement is binding upon them individually and their respective successors, assigns, representatives, personal representatives, spouses and other dependents.

Physician and patient/guardian agree that these provisions apply to any claim for medical malpractice whether based on a theory of contract, negligence, battery or any other theory of recovery.

Patient/guardian acknowledges that he/she has been given ample opportunity to read this agreement and to ask questions about it.

\_\_\_\_\_  
**Physician**

\_\_\_\_\_  
**Patient/Guardian Signature**

\_\_\_\_\_  
**Effective from Date of Treatment:**

\_\_\_\_\_  
**Date of Signature**

**MUTUAL AGREEMENT TO MAINTAIN PRIVACY**

Kim-Chi Vu, MD, PC agree to maintain Privacy of \_\_\_\_\_ as outlined in

**Patient Name**

the HIPAA form. The Physician takes pride in being able to extend a greater degree of privacy than is required by HIPAA, state confidentiality mandates, and common law.

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, HIPAA forbids physicians from receiving money for selling lists of patients or protected health information to companies to market their products or services directly to patients without authorization. Some medical practices, though, can lawfully circumvent this limitation by having a third party perform the marketing. While personal data is never technically in the possession of the company selling its products or services, the patient can still be targeted with unwanted marketing information. Physician believes this is improper and may not be in the patients' best interest. Accordingly, Physician agrees not to provide any list for marketing or be paid for selling patient lists or protected health information to any party for the purpose of marketing directly to patients. Regardless of legal privacy loopholes, Physician will never attempt to leverage its relationship with Patient by seeking Patient's consent for marketing products for others.

In consideration for treatment and the above noted patient protection, Patient agrees to refrain from directly or indirectly publishing or airing commentary upon Physician and his practice, expertise and/or treatment unless explicitly mandated by law. Publishing is intended to include attribution by name, by pseudonym, or anonymously. Physician has invested significant financial and marketing resources in developing the practice. In addition, Patient will not denigrate, defame, disparage, or cast aspersions upon the Physician; and (ii) will use all reasonable efforts to prevent any member of their immediate family or acquaintance from engaging in any such activity. Published comments on web pages, blogs, and/or mass correspondence, however well intended, could severely damage Physician's practice.

Physician feels strongly about Patients' privacy as well as the practices' right to control its public image and privacy. Both Physician and Patient will work to prevent the publishing or airing of commentary about the other party from being accessed via Internet, blogs, or other electronic, print, or broadcast media without prior written consent. Finally, this Agreement shall be in force and enforceable for a period of five years from Physician's last date of service to Patient. As a matter of office policy, Physician is requiring all patients in its practice sign the Mutual Agreement to Maintain Privacy so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Physician's patients. Further, this Agreement will survive for a minimum of three years beyond any termination of the Physician-Patient relationship.

Patient and Physician acknowledge that breach of this Agreement may result in serious, irreparable harm. In addition to compensation for consequential damages, Patient and Physician agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in litigation, the prevailing party in the litigation shall be entitled to reasonable costs, expenses, and attorney fees associated with the litigation.

Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

\_\_\_\_\_  
**Patient Signature**

\_\_\_\_\_  
**Date**

**MUTUAL AGREEMENT FOR INTERNET POSTING**

The Vu Center for Plastic and Hand Surgery, PC and Dr. Kim-Chi Vu, MD (collectively labeled “Physician”) agree to provide treatment to: \_\_\_\_\_ (“Patient”).

**Patient Name**

The Physician takes pride in being able to extend a greater degree of privacy than is required by law.

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, physicians are almost always forbidden by law from receiving money for selling lists of patients or medical information to companies to market their products or services directly to patients without authorization. Even after recent Congressional attempts to tighten this restriction, however, there are still loopholes that some medical practices can use to profit from marketing activities. For example, there are exceptions for drugs currently prescribed to the patient and for recommending items or services covered by the patient’s health plan. More importantly, there is no prohibition against a physician putting his patient on the spot and asking for permission to allow third parties access to information to market to patients, which could authorize essentially unlimited unwanted marketing information. Even to the extent still allowed, Physician agrees not allow others access to use Patient’s medical information for the purpose of marketing directly to Patient. Regardless of legal privacy loopholes, Physician will never attempt to leverage its relationship with Patient by seeking Patient’s permission for a third party to market directly to Patient.

We want your feedback. If our office gets it right, tell us. If we could do something better, tell us. We take quality improvement seriously. While there are scores of “rating sites” in cyberspace, many fail to provide useful information. Let’s get it done right. We can make recommendations as to which sites follow minimum standards for fairness and balance. Just ask us.

Physician has invested significant financial and marketing resources in developing the practice. Nothing in this Agreement prevents a patient from posting commentary about the Physician - her practice, expertise, and/or treatment - on web pages, blogs, and/or mass correspondence. In consideration for treatment and the above noted patient protection, if Patient prepares such commentary for publication on web pages, blogs, and/or mass correspondence about Physician, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Physician for any written, pictorial, and/or electronic commentary. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary. Importantly, Physician agrees to abide by a Code of Internet Ethics. What that means: Physician agrees to enforce no rights enabled by the assignment if Patient’s commentary conforms to typical Internet Rating Sites’ Terms of Use (such as Google Maps –see [http://www.google.com/help/terms\\_maps\\_earth.html](http://www.google.com/help/terms_maps_earth.html)). Such terms include, as examples, no obscenity, no personal attacks, and the like. To be clear, constructive commentary, even if negative, helps us build a better practice. The Code of Internet Ethics encourages posting of all constructive commentary, good, neutral, and even, negative.

This Agreement shall be in force and enforceable for a period of five years from Physician’s last date of service to Patient. As a matter of office policy, Physician is requiring that all patients in its practice sign the Mutual Agreement so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Physician’s patients. Further, this Agreement will survive for a minimum of three years beyond any termination of the Physician-Patient relationship.

Patient and Physician acknowledge that breach of this Agreement may result in serious, irreparable harm. Patient and Physician agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in litigation, the prevailing party in the litigation shall be entitled to reasonable costs, expenses, and attorney fees associated with the litigation.

Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

\_\_\_\_\_  
**Patient Signature**

\_\_\_\_\_  
**Date**

### COSMETIC PHOTOGRAPHY CONSENT

*I consent to the taking of photographs of video tapes of me or parts of my body, by Dr Vu or her designee, in connection with the following plastic surgery procedure(s) to be preformed by Dr Vu. I further consent to the release by Dr Vu to the American Society for Aesthetic Plastic Surgery, Inc. (“ASPS”) of such photographs, videotapes or case histories.*

*I understand that such photographs, videotapes or case histories may be published by Dr Vu and/or ASAPS and/or any party acting under their license and authority in any print, visual or electronic media including, but not limited to, medical textbooks and journals, scientific presentations, teaching courses, and internet websites, for the purpose of informing the medical profession or the general public about plastic surgery methods. I understand if such media is to be used there will be another consent in which I will be asked to sign. This consent only allows The Vu Center to use my pictures for internal use.*

*Neither I, nor any of my family, will be identified by name in any publication. I understand that in some circumstances the photographs may portray features that shall make my identity recognizable.*

*I understand that I have the right to revoke this authorization in writing at any time, but if I do so it will have no effect on any actions taken prior to my revocation. If I do not revoke this authorization, it will expire twenty (20) years from the date written below.*

*I understand that I may refuse to sign this authorization and such refusal will have no effect on the medical treatment I receive from Dr Vu.*

*I understand that the information disclosed, or some portion thereof, may be protected by the state law and/or the federal Health Insurance Portability and Accountability Act of 1996 (“HIPPA”). I further understand that, because ASPS is not receiving the information in the capacity of a health care provider or health plan covered by HIPAA, the information described above may no longer be protected by HIPAA and may be re-disclosed by ASPS.*

*I release and discharge Dr Vu, ASPS, and all parties acting under their license and authority from all rights that I may have in photographs, videotapes or case histories and from all rights that I may have in the photographs, videotapes or case histories and from any claim that I may have relating to such use in publication, including any claim for payment in connection with distribution or publication of these materials in any medium.*

*I grant consent as a voluntary contribution in the interest of public education and certify that I have read the above authorization and release and fully understand its terms.*

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**Signature/Date**

Please initial here if you DO NOT want your photos used for public use. \_\_\_\_\_  
(Remember, NO personal information is shared).

**PATIENT RESPONSIBILITY WAIVER**

*The Vu Center for Plastic and Hand Surgery, PC does not bill any insurance for these procedure and/or services.*

By signing this form I understand that no cosmetic procedure, under any circumstance, will be billed to my insurance by The Vu Center for Plastic and Hand Surgery, PC or Dr. Kim-Chi Vu.

By signing this waiver I also acknowledge that The Vu Center for Plastic and Hand Surgery, PC has advised me not to submit a bill on my own to my insurance in any way. I agree to be personally responsible for paying the financial charges for any cosmetic services, treatments or procedures I have.

\_\_\_\_\_  
**PATIENT SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**RESPONSIBLE PARTY SIGNATURE**

\_\_\_\_\_  
**DATE**

# The Vu Center

for Plastic and Hand Surgery, PC

Dr. Kim-Chi Vu | [www.plastic-surgery-portland.com](http://www.plastic-surgery-portland.com)

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## The “I am worth it” Package - \$865

*Botox + Juvederm + Liquid Smile + Latisse + RevitaLash*

20 units of Botox

1 syringe of Juvederm

1 Box of Liquid Smile

1 Tube of RevitaLash Mascara

2<sup>nd</sup> syringe of Juvederm at 20% off

2<sup>nd</sup> tube of RevitaLash for \$25

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*What you get for free!*

*Average savings of \$715*

2 boxes of Latisse

10 units of Botox at your 2 week check-up

Additional Botox at \$10 a unit at your 3, 6 and 9 month treatments

*Brilliant Distinction members can earn up to \$75 off!*

## The “Déjà Vu” Package - \$715

*Botox + Juvederm*

20 units of Botox

1 syringe of Juvederm

2<sup>nd</sup> syringe of Juvederm at 20% off

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*What you get for free!*

*Average savings of \$425*

10 units of Botox at your 2 week check-up

Additional Botox at \$10 a unit at your 3, 6 and 9 month treatments

*Brilliant Distinction members can earn up to \$50 off!*

## *The “I am so Pretty” Package - \$680*

*Juvederm + Latisse + Liquid Smile + RevitaLash*

**1 syringe of Juvederm**

**2 Boxes of Latisse**

**1 Tube of RevitaLash Mascara**

2<sup>nd</sup> syringe of Juvederm at 20% off

2<sup>nd</sup> tube of RevitaLash for \$25

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*What you get for free!*

*Average savings of \$290*

1 box of Liquid Smile at your 2 week check-up

*Brilliant Distinction members can earn up to \$50 off!*

## *The “Oh la la” Package - \$390*

*Botox + Latisse + Liquid Smile + RevitaLash*

**20 units of Botox**

**1 Box of Latisse**

**1 Box of Liquid Smile**

**1 Tube of RevitaLash Mascara**

2<sup>nd</sup> tube of RevitaLash for \$25

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*What you get for free!*

*Average savings of \$225*

1 box of Latisse

10 units of Botox at your two week check-up

All additional Botox at \$10 a unit at your 3, 6 and 9 month treatments

*Brilliant Distinction members can earn up to \$50 off!*

## *The “Smile Beautiful” Package - \$120*

*Liquid Smile + Chemical Peel or Waxing*

**1 Box of Liquid Smile**

2<sup>nd</sup> box of Liquid Smile for only \$100

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*What you get for free!*

*Average savings of \$100*

Chemical Peel or 1 area of waxing at your 3 week check-up